### **Contract Distribution Sheet**

PR Nu Contra Specia	ct Number:	02PR12973-00 N00014-02-C-0386- RLD ONR: 254		
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_	ONR: 00CC11 Program Office	r: Kathryn J. Wahl, ONR 33	31	_

8/26/2002

FINANCIAL ACCOUNTING DATA SHEET - NAVY

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# PROPOSAL TO OFFICE OF NAVAL RESEARCH Global Technologies Inc. April 24, 2002

Task 5: Creation and Delivery of Final Report

The final report will summarize all project findings and a recommend a path forward. This path forward will include a development plan for those DEC concepts with particular promise. Because of the many ramifications associated with high power density and high radiation fields, the path forward will most likely include further testing in a research reactor where neutron flux densities and radiation are commensurate with those expected in megawatt power applications. Accelerated testing in high-flux reactor cavities, followed by post-irradiation examinations, also is likely to be recommended to investigate radiation damage phenomena and to estimate service life.



# PROPOSAL TO OFFICE OF NAVAL RESEARCH Global Technologies Inc. April 24, 2002

#### Statement of Work

GTI proposes a feasibility study to revisit DEC in light of emerging technologies such as thermophotovoltaics (TPV), thermionics, and new semiconductor materials. The proposed GTI study will conducted in a series of tasks, as described below. Estimated task durations, costs, and principal investigators are provided in Table 1.

Task 1: Literature Search and Data Gathering

The first task will be a comprehensive review of alternative electric-power-generation technologies. Under guidance provided by ORL and DARPA, GTI will categorize and summarize the DEC R&D activities and published results. The review will include studies of non-thermal-cycle electric generation that rely on non-nuclear energy sources (e.g., photon sources, etc.). The intent will be to find electric generation methods that have potential for enhancement by using nuclear (or radioactive) sources. The review will also examine the extensive work done on nuclear battery technology for associated ideas. New options that may be uncovered in the process will be investigated, as well.

Task 2: Compilation and Prioritization of Collected Data

Based on the results from Task 1, a priority listing of the most promising technologies will be generated based on power density, energy density, maturity of technology, and application areas. High priority will be given to those methods (or concepts) which have the potential to scale up in energy production to the order of 25 Mw (electric).

Task 3: Identification of Viable Candidates for Testing

For each technology near the top of the priority list, a more thorough technical assessment will be conducted to address the critical issues about using the technology in a DEC application. Critical technology assessments will be performed on selected candidate technologies to establish baseline requirements for a follow-on study of engineering aspects. The candidate technologies will be examined in terms such as power density, total power capability, thermal heating, radiation damage, energy efficiency, and radiation safety. In addition, there will be specific issues associated with each concept, such as availability of essential materials information.

Task 4: Development of an Engineering Test Plan

One or two concepts will be carried into the engineering phase of this study. Engineering issues will be addressed, such as personnel shielding, remote handling, and refueling. This study will not attempt to solve engineering problems. However, identifying issues and associated probabilities of achieving success is a central objective. The engineering assessment will focus on one or two applications, which will be selected in consultations with ORL and DARPA. Laboratory demonstration plans using radioactive sources and small-scale production sources will be developed. In addition, pilot-scale experiment planning will be prepared to support follow-on testing in full radiation fields.

Contract Number: N00014-02-C-0386

ATTACHMENT NUMBER 2

If the Program Officer directs, the Contractor shall make additional distribution of technical reports in accordance with a supplemental distribution list provided by the Program Officer.

## DISTRIBUTION OF PROGRESS REPORTS, which are NOT, Technical Reports

The minimum distribution for reports that are not technical reports is as follows:

		NUMBE	R OF COPIES
ADDRESSEE	DODAAD CODE	UNCLASSIFIED/ UNLIMITED	UNCLASSIFIED/LIMITED AND CLASSIFIED
Program Officer E-Mail: wahlk@onr.navy.mil	N00014	1	1
Administrative Contracting Officer*	S4801A	1	1

<sup>\*</sup>Send only a copy of the transmittal letter to the Administrative Contracting Officer; do not send actual reports to the Administrative Contracting Officer.

CONTRACT NUMBER: N00014-02-C-0386

#### ENCLOSURE NUMBER 1 CONTRACT DATA REQUIREMENTS LIST INSTRUCTIONS FOR DISTRIBUTION

#### DISTRIBUTION OF TECHNICAL REPORTS AND FINAL REPORT

The minimum distribution of technical reports and the final report submitted in connection with this contract is as follows:

	8	NUMBI	ER OF COPIES
ADDRESSEE	DODAAD CODE	UNCLASSIFIED/ UNLIMITED	UNCLASSIFIED/LIMITED AND CLASSIFIED
Program Officer E-Mail: wahlk@onr.navy.mil	N00014	1	1
Administrative Contracting Officer*	S4801A	1	1
Director, Naval Research Lab Attn: Code 5227 4555 Overlook Avenue, SW Washington, D.C. 20375-5320 E-mail: reports@library.nrl.navy.mil	N00173	I	]
Defense Technical Information Center 8725 John J. Kingman Road STE 0944 Ft. Belvoir, VA 22060-6218 E-mail: tr@dtic.mil	S47031	2	2

<sup>\*</sup> Send only a copy of the transmittal letter to the Administrative Contracting Officer; do not send actual reports to the Administrative Contracting Officer.

ELECTRONIC SUBMISSIONS OF TECHNICAL REPORTS IS PREFERRED AND ENCOURAGED. ELECTRONIC SUBMISSION SHOULD BE SENT TO THE E-MAIL ADDRESSES PROVIDED IN THE ABOVE TABLE, HOWEVER PLEASE NOTE THE FOLLOWING:

- Only Unlimited/Unclassified document copies may be submitted by e-mail.
- Unclassified/Limited has restricted distribution and a classified document (whether in its entirety or partially) is to be distributed in accordance with classified material handling procedures.
- Electronic submission to DIRECTOR, NAVAL RESEARCH LAB, shall be unclassified/unlimited reports and 30 pages or less. If unclassified and more than 30 pages, hardcopies of reports must be mailed.
- Electronic submission to DTIC shall be unclassified/unlimited reports. If submission is for limited documents, please send them in on a disk or sign up for DTIC's web-based document submission system at <a href="http://www.dtic.mil/dtic/submitting/elec\_subm.html">http://www.dtic.mil/dtic/submitting/elec\_subm.html</a>.

CONTRACT NUMBER: N00014-02-C-0386

CONTRACT DATA REQUIREMENTS LIST					Form Approved OMB No. 0704-0188					
	Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection or information, including suggestions for reducing this burden, to Washington Headquarters services Directorate for information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget Paperwork Reduction Project (0704-0188).									
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#### **SECTION J - LIST OF ATTACHMENTS**

- 1. EXHIBIT A, entitled "Contract Data Requirements List" (DD Form 1423) page 1 with Enclosure Number 1, entitled "Contract Data Requirements List Instructions for Distribution."
- 2. ATTACHMENT NUMBER (1), entitled, "Financial Accounting Data Sheet."
- 3. ATTACHMENT NUMBER (2), entitled, "Statement of Work", 2 pages.

## SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR

1. The Contractor's Representations and Certifications, dated 15 APR 2002, are hereby incorporated into this contract by reference.

The following FAR and DFARS clauses for Cost-Plus-Fixed-Fee Research and Development Contracts only apply when specifically marked with a check (x):

	FAR 52.227-10	Filing of Patent Applications —Classified Subject Matter (APR 1984) (Applicable if contract is subject to FAR clause 52.204-02 and either 52.227-11 or 52.227-12)
Х	FAR 52.227-11	Potent Rights - Retention by the Contractor (Short Form) (JUN 1997) (Applicable if contractor is a small business or non profit organization)
	FAR 52.227-12	Patent Rights - Retention by the Contractor (Long Form) (JAN 1997) (Applicable if contractor is a large business)
X	DFARS 252.227-7034	Patents – Subcontracts (APR 1984) (Applicable when FAR 52.227-11 applies)
Х	DFARS 252.227-7039	Patents – Reporting of Subject Inventions (APR 1990) (Applied when FAR 52.227-11 applies)

#### D. SECTION 8(a) DIRECT AWARD (JUN 1998)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Memorandum of Understanding dated May 6, 1998, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA is not a party to this contract. SBA does retain responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

#### Alaska Center Building , 1020 Main Street, Suite 290, Boise, Idaho

- (b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.
- (c) The contractor agrees that--
  - (1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and
  - (2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of clause)

		entry and includes FAR 52.225-8 - Duty-Free Entry)
	DFARS 252.225-7009	Duty-Free Entry – Qualifying Country Supplies (End
		Products and Components) (AUG 2000) (Applicable if contract includes deliverable supplies)
	DFARS 252.225-7010	Duty-Free Entry - Additional Provisions (AUG 2000)
		(Applicable when FAR 52.225-8 – Duty-Free Entry is included in the contract.)
-	DFARS 252.225-7016	Restriction On Acquisition Of Ball And Roller Bearings
		(DEC 2000) (Applicable if contract includes deliverable
	9	supplies, unless Contracting Officer knows that items being acquired do not contain ball or roller bearings)
	DFARS 252.225-7026	Reporting of Contract Performance Outside the United
		States (JUN 2000) (Applicable only when contract value
		exceeds \$500,000 or when any modification increases
	DE   DO 050 000 7001	contract value to more than \$500,000)
	DFARS 252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises (SEP 2001) [(Applicable if FAR
		Part 12 is not used, and for supplies and services (but not
		R&D) expected to exceed SAP thresholds) (This Final
		Rule replaces FAR 52.226-1 (JUN 2000) via DFARS
	77.70	Chg Ntc 20020531]
	DFARS 252.227-7018	Rights in Noncommercial Technical Data and Computer Software – Small Business Innovation Research (SBIR)
	į ir	Program (JUN 1995) (Applicable when technical data or
		computer software will be generated during performance
		of contracts under the SBIR Program)
X	DFARS 252.242-7004	Material Management and Accounting System (DEC
		2000) (Applicable to contract actions exceeding \$100,000) (Not applicable to contracts set aside for
		exclusive participation by small business and small
		disadvantaged business concerns)

#### C. COST-PLUS-FIXED-FEE-RESEARCH AND DEVELOPMENT CLAUSES

The following FAR and DFARS clauses apply to Cost-Plus-Fixed-Fee Research and Development Contracts and are either required by regulation or are required when the circumstances of the contract warrant that they apply: (\*\* - applies to contract actions exceeding \$100,000)

	FAR 52.225-16	Sanctioned European Union Country Services (FEB 2000)
**	FAR 52.227-1	Authorization and Consent (JUL 1995) and Alternate I (APR 1984)
	FAR 52.243-2	Changes - Cost Reimbursement (AUG 1987) and Alternate V(APR 1984)
	FAR 52.246-9	Inspection of Research and Development (Short Form) (APR 1984)
	FAR 52.246-23	Limitation of Liability (FEB 1997)
	DFARS 252.235-7002	Animal Welfare (DEC 1991)
	DFARS 252.235-7011	Final Scientific or Technical Report (SEP 1999)

A		
	DFARS 252.204-7000	Disclosure of Information (DEC 1991) (Applies when Contractor will have access to or generate unclassified
		information that may be sensitive and inappropriate for release to the public)
	DFARS 252.204-7005	Oral Attestation of Security Responsibilities (NOV 2001) (Applicable if FAR 52.204-2, Security Requirements Applies)
	DFARS 252.205-7000	Provision of Information to Cooperative Agreement Holders (DEC 1991) (Applicable only when contract action exceeds \$500,000 or when any modification increases total contract amount to more than \$500,000)
	DFARS 252.215-7002	Cost Estimating System requirements (Oct 1998) (Applicable only to contract actions awarded on the basis of certified cost or pricing data)
	DFARS 252.223-7004	Drug-Free Work Force (SEP 1988) (Applicable (a) if contract involves access to classified information: or (b) when the Contracting Officer determines that the clause is necessary for reasons of national security or for the purpose of protecting the health or safety of performance of the contract.
	DFARS 252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials (APR 1993) (Applicable if work requires, may require, or permits contractor performance on a DoD installation)
	DFARS 252.225-7001	Buy American Act and Balance of Payments Program (MAR 1998) (Applicable if the contract includes deliverable supplies) (This clause does not apply if an exception to the Buy American Act or Balance of Payments Program is known or if using the clause at 252.225-7007, 252.225-7021, or 252.225-7036.)
	DFARS 252.225-7002	Qualifying Country Sources as Subcontractors (DEC 1991) (Applicable when clause at DFARS 252.225-7001, 252.227-7007, 252.227-7021, or 252.227-7036 applies)
	DFARS 252.225-7007	Buy American Act – Trade Agreements – Balance of Payments Program (SEP 2001) (Use instead of FAR 52.225-5, Trade Agreements (Include in contracts valued at \$186,000 or more, if the Trade Agreements Act applies (see 25.401 and 25.403) and the agency has determined that the restrictions of the Buy American Act or Balance of Payments Program are not applicable to U.S. – made end products, unless the acquisition is to be awarded and performed outside the United States in support of a contingency operation or a humanitarian or peacekeeping operation and does not exceed the increase simplified acquisition threshold of \$200,000.) The clause need not be used where purchase from foreign sources is restricted (see 225.401 (b)(ii)). The clause may be used where the contracting officer anticipates a waiver of the restriction.)
	DFARS 252.225-7008	Supplies to be Accorded Duty-Free Entry (MAR 1998) (Applicable when the contract provides for duty-free

FAR 52.219-25  FAR 52.219-25  Small Disadvantaged Business Participation Program Disadvantaged Status and Reporting (OCT 1999)	
	1 -
(Applicable if contract includes FAR 52.219-24)	
FAR 52.219-26 Small Disadvantaged Business Participation Program	1 -
Incentive Subcontracting Program (OCT 2000)	
(Applicable at the PCO's discretion to contract action	ns
exceeding \$500,000 and when subcontracting	
possibilities exist. The clause is small business exem	ipt)
(In paragraph (b), insert the appropriate number betw	/een
0 and 10 - "0") (Complete the space in the parenthes	
FAR 52.222-20 Walsh Healy Public Contracts Act (DEC 1996)	'
(Applicable if the contract includes deliverable mater	rials.
supplies, articles or equipment in an amount that exc	
or may exceed \$10,000)	
FAR 52.223-5 Pollution Prevention and Right-to-Know Information	1
(APR 1998) (Applicable if contract provides for	
performance, in whole or in part, on a Federal facility	y)
X FAR 52.223-6 Drug-Free Workplace (MAY 2001) (Applies when	
contract action exceeds \$100,000 or at any value who	en
the contract is awarded to an individual)	
FAR 52.230-2 Cost Accounting Standards (APR 1998) (Applicable	
when contract amount is over \$500,000, if contractor	
subject to full CAS coverage, as set forth in 48 CFR	
Chapter 99, Subpart 9903.201-2(a) (FAR Appendix	
FAR 52.230-3 Disclosure and Consistency of Cost Accounting Practice of Cost Accounting	
(APR 1998) (Applicable when contract amount is ov	
\$500,000 but less than \$25 million, and the offeror	
certifies it is eligible for and elects to use modified C	AS
coverage as set forth in 48 CFR Chapter 99, Subpart	
9903.201-2 (FAR Appendix B)	
FAR 52.230-6 Administration of Cost Accounting Standards (NOV	
1999) (Applicable if contract is subject to either clau	se at
FAR 52.230-2, FAR 52.230-3 or FAR 52.230-5)	
X FAR 52.232-20 Limitation of Cost (APR 1984) (Applicable only who	en.
contract action is fully funded)	
FAR 52.232-22 Limitation of Funds (APR 1984) (Applicable only w	hen
contract action is incrementally funded)	
FAR 52.239-1 Privacy or Security Safeguards (AUG 1996) (Applic	able
to contracts for information technology which require	
security of information technology, and/or are for the	
design, development, or operation of a system of reco	
using commercial information technology services or	
support services.)	
FAR 52.245-18 Special Test Equipment (FEB 1993) Applicable whe	n it
is anticipated that the contractor will acquire or fabric	
special test equipment but the exact identification of	
equipment is not known)	
DFARS 252.203-7002 Display of DoD Hotline Poster (DEC 1991) (Application of DoD Hotline Poster (DEC 1991)	ble
only when contract action exceeds \$5 million or whe	
I amy when conduct execute 30 fillillidi di Mitc	
any modification increases contract amount to more t	han

**	DFARS 252.247-7024	Notification Of Transportation Of Supplies By Sea (MAR 2000) (Applicable when the Contractor has made a negative response to the inquiry in the representation at DFARS 252.247-7022.)
	DFARS 252.251-7000	Ordering from Government Supply Sources (MAY 1995)

#### (B) ADDITIONAL FAR AND DFARS CLAUSES

This contract incorporates one or more clauses by reference as indicated by the mark of (X), with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <a href="http://www.arnet.gov/far/">http://www.arnet.gov/far/</a>

	FAR 52.204-2	Security Requirements (AUG 1996) (Applicable if
		contract will generate or require access to classified
		information and DD Form 254, Contract Security
		Classification Specification, is issued to the contractor)
X	FAR 52.209-6	Protecting the Government's Interest when
		Subcontracting with Contractors Debarred, Suspended,
		or Proposed for Debarment (JUL 1995) (Applicable to
		contracts exceeding \$25,000 in value.)
X	FAR 52.215-17	Waiver of Facilities Capital Cost of Money (OCT 1997)
=		(Applicable if the Contractor did not propose facilities
		capital cost of money in the offer)
	FAR 52.215-20	Requirements for Cost or Pricing Data or Information
		Other Than Cost or Pricing Data (OCT 1997)
		(Applicable if cost or pricing data or information other
		than cost or pricing data are required)
	FAR 52.215-21	Requirements for Cost or Pricing Data or Information
		Other Than Cost or Pricing Data - Modifications (OCT
		1997) (Applicable if cost or pricing data or information
		other than cost or pricing data will be required for
		modifications)
1	FAR 52.217-9	Option to Extend the Term of the Contract (MAR 2000)
		(In paragraph (a), insert "0", and in paragraph (c), insert
		"0") (Applicable if contract contains line item(s) for
		option(s)) (Complete the spaces in parentheses)
	FAR 52.219-3	Notice of Total HUBZone Set-Aside (JAN 1999)
	FAR 52.219-5	Very Small Business Set-Aside (MAR 1999) (For
		actions between \$2,500 and \$50,000)
	FAR 52.219-6	Notice of Total Small Business Set-Aside (JUL 1996),
	-	and Alternate I (OCT 1995) (Applicable to total small
		business set-asides, including SBIR)
	FAR 52.219-7	Notice of Partial Small Business Set-Aside (JUL 1996)
		and Alternate I (OCT 1995)
	FAR 52.219-10	Incentive Subcontracting Program (OCT 2001)
		(Applicable at the PCO's discretion to contract actions
		exceeding \$500,000 and when subcontracting
		possibilities exist. The clause is small business exempt)
		(In paragraph (b), insert the appropriate number between

# II. DEPARTMENT OF DEFENSE FAR SUPPLEMENTAL (DFARS) (48 CFR CHAPTER 2) CLAUSES:

**	DFARS 252.203-7001	Prohibition On Persons Convicted of Fraud or Other						
	4	Defense-Contract-Related Felonies (MAR 1999)						
	DFARS 252.204-7003	Control of Government Work Product (APR 1992)						
	DFARS 252.204-7004	Required Central Contractor Registration (NOV 2001)						
**	DFARS 252.209-7000	Acquisition from Subcontractors subject to On-Site						
		Inspection under the Intermediate Range Nuclear Forces						
	4	(INF) Treaty (NOV 1995)						
**	DFARS 252.209-7004	Subcontracting with Firms That Are Owned or						
		Controlled by the Government of a Terrorist Country						
		(MAR 1998)						
+	DFARS 252.215-7000	Pricing Adjustments (DEC 1991)						
++	DFARS 252.219-7003	Small, Small Disadvantaged and Women-owned Small						
		Business Subcontracting Plan (DoD Contracts) (APR						
		1996)						
**	DFARS 252.225-7012	Preference for Certain Domestic Commodities (APRIL						
		2002)						
	DFARS 252.225-7031	Secondary Arab Boycott of Israel (JUN 1992)						
	DFARS 252.227-7013	Rights in Technical Data – Noncommercial Items (NOV						
		1995), and Alternate I (IUN 1995)						
	DFARS 252.227-7014	Rights In Noncommercial Computer Software and						
		Noncommercial Computer Software Documentation						
		(JUN 1995)						
	DFARS 252.227-7016	Rights in Bid or Proposal Information (JUN 1995)						
	DFARS 252.227-7019	Validation of Asserted Restrictions - Computer Software						
		(JUN 1995)						
	DFARS 252.227-7025	Limitations on the Use or Disclosure of Government-						
		Furnished Information Marked with Restrictive Legends						
		(JUN 1995)						
	DFARS 252.227-7028	Technical Data or Computer Software Previously						
	_1	Delivered to the Government (JUN 1995)						
	DFARS 252.227-7030	Technical Data – Withholding of Payment (MAR 2000)						
	DFARS 252.227-7036	Declaration of Technical Data Conformity (JAN 1997)						
	DFARS 252.227-7037	Validation of Restrictive Markings on Technical Data						
	<u> 1</u>	(SEP 1999)						
	DFARS 252.231-7000	Supplemental Cost Principles (DEC 1991)						
	DFARS 252.242-7000	Post-Award Conference (DEC 1991)						
**	DFARS 252.243-7002	Requests for Equitable Adjustment (MAR 1998)						
	DFARS 252.245-7001	Reports of Government Property (MAY 1994)						
X	DFARS 252.246-7000	Material Inspection and Receiving Report (DEC 1991)						
	DFARS 252.251-7000	Ordering from Government Supply Sources (MAY						
		1995)						
**	DFARS 252.247-7023	Transportation of Supplies by Sea (MAY 2000)						

**	FAR 52.232-17	Interest (JUN 1996)
	FAR 52.232-23	Assignment of Claims (JAN 1986) and Alternate I (APR 1984)
	FAR 52.232-25	Prompt Payment (FEB 2002) and Alternate I (FEB 2002)
		(The words "the 30th day" are inserted in lieu of "the 7th
		day" at (a)(5)(i). [When Alternate I is applicable (a)(5)(i)
		does do not apply] [Alternate I applies when awarding
		a cost reimbursement contract for services
	FAR 52.232-33	Payment by Electronic Funds Transfer - Central
		Contractor Registration (MAY 1999)
	FAR 52.233-1	Disputes (JULY 2002)
	FAR 52.233-3	Protest After Award (AUG 1996) and Alternate I (JUN
	15	1985)
	FAR 52.242-1	Notice of Intent to Disallow Costs (APR 1984)
+	FAR 52.242-3	Penalties for Unallowable Costs (MAY 2001)
	FAR 52.242-4	Certification of Final Indirect Costs (JAN 1997)
**	FAR 52.242-13	Bankruptcy (JUL 1995)
<u>-</u>	FAR 52.242-15	Stop Work Order (AUG 1989) and Alternate I (APR
	5	1984)
	FAR 52.244-2	Subcontracts (AUG 1998) and Alternate I (AUG 1998)
		[Insert in cost-reimbursement contracts, and letter,
		time-and-material, and labor-hour contracts
		exceeding SAP, and fixed price contracts exceeding
		SAP where unpriced actions are anticipated. Use
		Alternate I for cost-rembursement contracts
**	FAR 52.244-5	Competition in Subcontracting (DEC 1996)
	FAR 52.244-6	Subcontracts for Commercial Items and Commercial
		Components (APR 2002)
	FAR 52.245-5	Government Property (Cost-Reimbursement, Time-and-
		Materials, or Labor-Hour Contracts) (JAN 1986) and
		ALT I (JUL 1985) (As modified by DoD Class Deviation
	**	99-00008 dated 13 July 1999) (ALT I is applicable if the
		contractor is a nonprofit organization whose primary
		purpose is the conduct of scientific research)
**	FAR 52.247-64	Preference for Privately Owned U.S. Flag Commercial
		Vessels (JUN 2000)
	FAR 52.249-6	Termination (Cost-Reimbursement) (SEP 1996)
	FAR 52.249-14	Excusable Delays (APR 1984)
	FAR 52.251-1	Government Supply Sources (APR 1984)
	FAR 52.253-1	Computer Generated Forms (JAN 1991)

+	FAR 52.215-10	Price Reduction for the Defective Cost or Pricing Data (OCT 1997) (The clause is applicable to subcontracts
		over \$550,000.)
+	FAR 52.215-12	Subcontractor Cost or Pricing Data (OCT 1997)
		(Applicable to subcontracts over \$550,000 only)
**	FAR 52.215-14	Integrity of Unit Prices (OCT 1997) and Alternate I
		(OCT 1997) (Alternate I is applicable if the action is
		contracted under Other Than Full and Open
4.5		Competition)
4	FAR 52.215-15	Pension Adjustments and Asset Reversions (DEC 1998)
+	FAR 52.215-18	Reversion or Adjustment of Plans for Postretirement
		Benefits (PRB) Other than Pensions (OCT 1997)
+	FAR 52.215-19	Notification of Ownership Changes (OCT 1997)
***		(Applicable when Cost or Pricing Data is required)
	FAR 52.216-7	Allowable Cost and Payment (FEB 2002)
	FAR 52.216-8	Fixed Fee (MAR 1997)
**	FAR 52.219-4	Notice of Price Evaluation Preference for HUBzone
		Small Business Concerns (JAN 1999)
**	FAR 52.219-8	Utilization of Small Business Concerns (OCT 2000)
++	FAR 52.219-9	Small Business Subcontracting Plan (JAN 2002)
++	FAR 52.219-16	Liquidated Damages - Subcontracting Plan (JAN 1999)
	FAR 52.222-1	Notice to the Government of Labor Disputes (FEB 1997)
**	FAR 52.222-2	Payment for Overtime Premiums (JUL 1990) (Note: The
		word "zero" is inserted in the blank space indicated by an
		asterisk)
	FAR 52.222-3	Convict Labor (AUG 1996) (Reserved when FAR
		52.222-20 Walsh Healy Public Contracts Act is
**	717.50.000	applicable)
***	FAR 52.222-4	Contract Work Hours and Safety Standards Act -
	EAD 52 222 21	Overtime Compensation (SEP 2000)
	FAR 52.222-21 FAR 52.222-26	Prohibition of Segregated Facilities (FEB 1999)
*		Equal Opportunity (APR 2002)
T	FAR 52.222-35	Equal Opportunity for Special Disabled Veterans,
1		Veterans of the Vietnam Era, and Other Eligible
*	FAR 52.222-36	Veterans (DEC 2001 1998)
1	FAR 32.222-30	Affirmative Action for Workers with Disabilities (JUN 1998)
14:	FAR 52.222-37	Employment Reports on Special Disabled Veterans,
	TAIR 32.222-37	Veterans of the Victnam Era, and Other Eligible
		Veterans of the Vietnant Era, and Other Engine  Veterans (DEC 2001)
**	FAR 52.223-14	Toxic Chemical Release Reporting (OCT 2000)
	FAR 52.225-13	Restrictions on Certain Foreign Purchases (JUL 2000)
** :	FAR 52.227-1	Authorization and Consent (JUL 1995) and Alternate I
777	1140 32.22131	(APR 1984)
**	FAR 52,227-2	Notice and Assistance Regarding Patent and Copyright
		Infringement (AUG 1996)
	FAR 52.228-7	Insurance Liability to Third Persons (MAR 1996)
		(Further to paragraph (a)(3), unless otherwise stated in
		this contract, types and limits of insurance required are as
		stated in FAR 28.307-2)
	FAR 52.232-9	Limitation on Withholding of Payments (APR 1984)
		···

#### **SECTION I - CONTRACT CLAUSES**

Cost-Plus Fixed Fee (JUNE 2002) (1)

### (A) FAR 52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/

http://webl.deskbook.osd.mil/htmlfiles/DBY far.asp

http://web2.deskbook.osd.mil/htmlfiles/DBY\_dfars.asp

http://farsite.hill.af.mil/farsite\_script.html

For instance, a dollar threshold may trigger the applicability of the clause or a certain condition of the research may trigger the applicability of the clause. In order to provide some assistance, as to when a dollar threshold triggers a clause, we have associated certain symbols with dollar thresholds. The symbols and their appropriate dollar thresholds are as follows:

- \* Applies when contract action exceeds \$10,000
- \*\* Applies when contract action exceeds \$100,000
- + Applies when contract action exceeds \$500,000
- ++ Applies when contract action exceeds \$500,000 and subcontracting possibilities exist. Small Business Exempt.
- x (DD 250)
- xx Not applicable

#### I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES:

**	FAR 52.202-1	Definitions (DEC 2001)
**	FAR 52.203-3	Gratuities (APR 1984)
alje alje	FAR 52.203-5	Covenant Against Contingent Fees (APR 1984)
**	FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 1995)
***	FAR 52.203-7	Anti-Kickback Procedures (JUL 1995)
**	FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
**	FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
**	FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JUN 1997)
**	FAR 52.204-4	Printing/Copying Double-Sided on Recycled Paper (AUG 2000)
	FAR 52.211-15	Defense Priority and Allocation Requirements (SEP 1990)
**	FAR 52.215-2	Audit and Records - Negotiation (JUN 1999) and Alternate II (APR 1998) (Alternate II is only applicable with cost reimbursement contracts with State and local Governments, educational institutions, and other non-profit organizations.)
	FAR 52.215-8	Order of Precedence - Uniform Contract Format (OCT 1997)

#### 5. Consent to Subcontract and/or Hire Consultants

The services of the following subcontractors and/or consultants have been identified as necessary for the performance of this contract:

Identified Consultant	Estimated Time	Rate Per Day	Estimated Cost
Jay Kunz (Subcontract)	400hrs	(b) (4)	
Bill Toa (Consultant)	250hrs		

The preceding listing shall constitute the written consent of the Contracting Officer required by Paragraphs (c), (d) and (e) of the contract clause at FAR 52.244-2 entitled "Subcontracts". The Contracting Officer's written consent to subcontract is required for:

- (i) services acquired under a cost-reimbursement, time-materials, or labor-hour type subcontract or agreement:
- (ii) fixed price contracts that exceed the greater of \$100,000 or 5 percent of the total estimated cost of the contract;

This consent is based upon the information submitted by the prime contractor in accordance with FAR 52.244-2 (f) (1) (i) through (vii).

(b) This provision also applies to journal article preprints, reprints, commercially published books or chapters of books, theses or dissertations submitted in lieu of a scientific and/or technical report.

#### 3. Invention Disclosures and Reports

The Contractor shall submit all invention disclosures and reports required by the Patent Rights clause of this contract to the Administrative Contracting Officer.

#### 4. ONR 5252.242-9718 TECHNICAL DIRECTION (FEB 2002)

- (a) Performance of the work hereunder is subject to the technical direction of the Program Officer/COR designated in this contract, or duly authorized representative. For the purposes of this clause, technical direction includes the following:
- (1) Direction to the Contractor which shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details or otherwise serves to accomplish the objectives described in the statement of work;
- (2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.
- (b) Technical direction must be within the general scope of work stated in the contract. Technical direction may not be used to:
  - (1) Assign additional work under the contract;
  - (2) Direct a change as defined in the contract clause entitled "Changes";
- (3) Increase or decrease the estimated contract cost, the fixed fee, or the time required for contract performance; or
  - (4) Change any of the terms, conditions or specifications of the contract.
- (c) The only individual authorized to in any way amend or modify any of the terms of this contract shall be the Contracting Officer. When, in the opinion of the Contractor, any technical direction calls for effort outside the scope of the contract or inconsistent with this special provision, the Contractor shall notify the Contracting Officer in writing within ten working days after its receipt. The Contractor shall not proceed with the work affected by the technical direction until the Contractor is notified by the Contracting Officer that the technical direction is within the scope of the contract.
- (d) Nothing in the foregoing paragraphs may be construed to excuse the Contractor from performing that portion of the work statement which is not affected by the disputed technical direction.

Contractor may bill on each voucher the amount of the fee bearing the same percentage to the total fixed fee as the amount of cost billed bears to the total estimated cost.

#### 4. Procuring Office Representatives

a. In order to expedite administration of this contract, the Administrative Contracting Officer should direct inquiries to the appropriate office listed below. Please do not direct routine inquiries to the person listed in Item 20A on Standard Form 26.

Contract Negotiator –Russelle Dunson, ONR 254, (703) 696-8375, DSN 426-,8375, E-Mail Address, dunsonr @onr.navy.mil

Inspection and Acceptance -Kathryn Wahl, ONR 331, (703) 696-4410, DSN 426-4410

Security Matters - Ms. Jennifer Ramsey, ONR 43, (703) 696-4618, DSN 426-4618

Patent Matters - Mr. Tom McDonnell, ONR 00CC, (703) 696-4000, DSN 426-4000.

b. The Administrative Contracting Officer will forward invention disclosures and reports directly to Corporate Counsel (Code 00CC), Office of Naval Research, Department of the Navy, Arlington, Virginia 22217-5660. The Corporate Counsel will return the reports along with a recommendation to the Administrative Contracting Officer. The Corporate Counsel will represent the Contracting Officer with regard to invention reporting matters arising under this contract.

#### 5 Type of Contract

This is a cost-plus-fixed-fee completion contract.

#### **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

#### 1. ONR 5252.235-9714 REPORT PREPARATION (FEB 2002)

Scientific or technical reports prepared by the Contractor and deliverable under the terms of this contract will be prepared in accordance with format requirements contained in ANSI/NISO Z39.18-1995, Scientific and Technical Reports: Elements, Organization, and Design.

[NOTE: All NISO American National Standards are available as free, downloadable pdf(s) at http://www.niso.org/standards/index.html. NISO standards can also be purchased in hardcopy form from NISO Press Fulfillment, P. O. Box 451, Annapolis Junction, MD 20701-0451 USA. Telephone U.S. and Canada: (877) 736-6476; Outside the U.S. and Canada: 301-362-6904 Fax: 301-206-9789.]

#### 2. ONR 5252.210-9708 METRICATION REQUIREMENTS (DEC 1988)

(a) All scientific and technical reports delivered pursuant to the terms of this contract shall identify units of measurement in accordance with the International System of Units (SI) commonly referred to as the "Metric System". Conversion to U.S. customary units may also be given where additional clarity is deemed necessary. Guidance for application of the metric system is contained in the American Society of Testing Materials document entitled "Standard Practice for Use of the International System of Units (The Modernized Metric System)" (ASTM Designation E 380-89A)

- Accounting Classification Reference Number (ACRN) (3) (4) Payment terms Procuring activity (5) Date supplies provided or services performed (6) Costs incurred and allowable under the contract (7) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is (8) provided. A DD Form 250, "Material Inspection and Receiving Report", is required with each invoice submittal. is required only with the final Invoice. is not required. A Certificate of Performance shall be provided with each invoice submittal. is not required The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract. Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional Submission of Invoices Direct to Payment Office a. Pursuant to DFARS 242.803(b)I)(C), if the cognizant Government auditor has notified the
- 2.
- contractor of its authorization to do so, the contractor may submit interim vouchers under this contract direct to the payment office shown in Block 12 of SF-26 instead of to the address shown in subparagraph (b) of section G.1 above.
- b. Such authorization does not extend to the first and final vouchers. The contractor shall continue to submit first vouchers to the cognizant auditor shown in subparagraph (b) of section G.1. above. The final voucher shall be submitted to the Administrative Contracting Officer (SF-26 block 6) with a copy to the cognizant auditor.

#### 3. Method of Payment

(e)

(f)

(g)

basis.

As consideration for the proper performance of the work and services required under this contract, the Contractor shall be paid as follows:

- Costs, as provided for under the contract clause entitled "Allowable Cost and Payment," not to exceed the amount set forth as "Estimated Cost" in Section B, subject to the contract clause entitled "Limitation of Cost".
- A fixed fee in the amount set forth as "Fixed Fee" in Section B, in accordance with the contract clause entitled "Fixed Fee", which shall be paid upon completion of the work and services required under this contract and upon final acceptance by the Contracting Officer; however, the

2. Distribution, consignment and marking instructions for all contract line items shall be in accordance with Enclosure Number 1 and the following:

Program Officer
Office of Naval Research
Ballston Tower One
800 North Quincy Street
Arlington, Virginia 22217-5660
Attn: Kathryn Wahl, Code: 331, Telephone: (703) 696-4410

Ref: Contract N00014-02-C-0386

#### SECTION G - CONTRACT ADMINISTRATION DATA

- 1. NAPS 5252.232-9001 SUBMISSION OF INVOICES (COST REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)
- (a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.
- (b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and 4 copies, to the contract auditor at the following address:

Audit Agency Name: Defense Contract Audit Agency
Address: Seattle Branch Office, 14220 interurban Ave, South, St 100
Seattle WA 98168

Telephone: (206) 439-4800 Fax: (206) 439-4870

unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to the Program Officer identified in Section F.2a of this contract. Following verification, the contract auditor\* will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

- (c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 30 calendar days between performance and submission of an interim payment invoice.
- (d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:
  - (1) Contract line item number (CLIN)
  - (2) Subline item number (SLIN)

#### SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL ESTIMATED COST & FIXED FEE		
0001	The Contractor shall furnish the necessary personnel and facilities to conduct the research effort as described in Section C.	\$276,878.00	\$22,150.00	\$299,028.00		
0002	Reports and Data in accordance with Exhibit A (DD Form 1423)			NSP		
Total Es	stimated Contract Consideration:	\$276,878.00	\$22,150.00	\$299,028.00		

#### SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

- 1. The research effort to be performed hereunder shall be subject to the requirements and standards contained in Exhibit A and the following paragraph(s).
- 2. The Contractor shall conduct the research effort in accordance with the section entitled, "Statement of Work", in the Contractor's proposal entitled "Feasibility Study of Direct Energy Conversion Technologies for High Power Density Applications", dated 19 APR 2002, as Attachment Number 2 at Section J.

#### SECTION D - PACKAGING AND MARKING

Preservation, packaging, packing and marking of all deliverable contract line items shall conform to normal commercial packing standards to assure safe delivery at destination.

#### SECTION E - INSPECTION AND ACCEPTANCE

Inspection and acceptance of the final delivery under this contract will be accomplished by the Program Officer designated in Section F of this contract, who shall have at least thirty (30) days after contractual delivery for acceptance.

#### SECTION F - DELIVERIES OR PERFORMANCE

- 1. The research effort performed under this contract shall be conducted during the period after contract award through twelve (12) months. A final report will be prepared, submitted, reproduced and distributed by sixty days thereafter unless the contract is extended, in which case, the final report will be prepared in accordance with the terms of such extension.
- a. Item No. 0002 of Section B (Reports and Data) shall be delivered within the time periods stated in Exhibit A, F.O.B. Destination.

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	OFFICE OF NAVAL RESEARCH ONR 252: RUSSELE DUNSON (703)696-8375 Email: dunsons@onr.navy.mil BALLSTON TOWER ONE 800 NORTH QUINCY STREET ARLINGTON, VA 22217-5660					6. ADMINISTERED BY (If other than Item 5) CODE S4801A  DCM SEATTLE  CORPORATE CAMPUS EAST III 3009 112TH AVE NE SUITE 200  BELLEVUE WA 98004-8019									
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